

**IT Professional Technical Services  
Master Contract Program  
T#: 902TS**

**Statement of Work (SOW)  
For Technology Services  
Issued By**

**Minnesota Department of Human Services  
Health Care Operations (HCO)**

**Project Title: Architectural Design and Training for WPS and  
WESB applications**

**Service Category(ies): Architecture Planning & Assessment-  
Technical**

**Business Need**

The Minnesota Department of Human Services (DHS) is one of the largest payers of health care in Minnesota. DHS provides health care services to more than 600,000 Minnesotans through a combination of federal and state health care programs, including Minnesota's Medicaid program, Medical Assistance (MA), and MinnesotaCare (a subsidized health care program for people who live in Minnesota and do not have access to health insurance). These combined health care programs are jointly referred to as Minnesota Health Care Programs (MHCP). The Department's Medicaid Management Information System (MMIS) pays MHCP expenditures in excess of \$5 billion annually.

MHCP administration is a joint state-county-tribal effort, with county and tribal human services agency staff performing the intake, eligibility determination and case management for the majority of MHCP clients. Program eligibility is determined by approximately 2500 workers at the State level, at the 87 counties and at the tribal level. At the current time, health care eligibility is determined using two DHS legacy systems for MA, and a combination of manual processes and a legacy system for the MinnesotaCare Program.

The Health Care Operations Division (HCO) is phasing in Service-Oriented Architecture (SOA) as it modernizes its MMIS. It recently installed a WebSphere Process Server V7 (WPS) and WebSphere Enterprise Service Bus (WESB) as the center of this move to SOA. HCO is seeking an individual or individuals to assist in defining architectural patterns and project development methods utilizing the WPS and WESB technologies. This individual(s) must be at the expert level in both technologies as well as having the interpersonal skills to mentor and provide knowledge transfer to key HCO employees.

There are four mission-critical impending applications that will initially be using this resource:

- 5010 Phase II. 5010 Phase I, which is completed, made the necessary file expansions in the MMIS to allow us to capture 5010, D.0, and 3.0 codes correctly. Phase II involves changes to our translator, WebSphere Transformation Extender (WTX), mapping the new codes to the legacy system for both batch and interactive claims.
- Minnesota Revenue Enhancement Project (MREP). MREP is a state-legislated program, administered by HCO that requires Skilled Nursing Facilities (SNFs) to use Medicaid as the payer of last resort. When the State determines that Medicare should provide coverage, yet Medicare denies the claim, the State can appeal Medicare's decision. This project moves from an outdated stand-alone database that has been supporting this function to a new database with additional functionality that automates manual tasks for efficiency.
- MnChoices. This project comprises a web-based data-collection and reporting tool that will consist of one comprehensive assessment instead of the multiple assessments currently being performed for clients of long-term care services.
- Minnesota Community Application Agent (MNCAA). This project comprises a database for the MNCAA program, which reimburses community agencies that have successfully assisted clients in the application process for the enrollment into MHCP. The database will be used for information collection, application tracking, determination of incentive payments and reporting, and organizational and agent management.

HCO contracted with a vendor prior to this engagement who reviewed the architectural patterns for the projects above, and provided an architectural template and design patterns that will define what documentation is necessary for the successful development and implementation of these projects, including swim lanes, sequence diagrams, activity diagrams and BPEL diagrams. This engagement will build upon that work.

This engagement will take one or more of these four projects, as determined by HCO, and:

- Provide an example that shall include human tasks (UI), workflows, BPEL diagrams, assemblies, services, and interfaces
- Write a developer's guide that walks through the necessary steps to complete an application, and an interchange file that developers can utilize to model from
- Mentor key HCO employees and assist in knowledge transfer. It is anticipated that at least some portion of this work will be over an extended time period, as needed throughout state fiscal year 2012.

## **Project Deliverables**

- Project Plan—a draft and final project plan to include a work breakdown structure with milestone schedule
- A Scope document
- An example of architectural patterns and project development methods utilizing the WPS and WESB technologies, including: human tasks (UI), workflows, BPEL diagrams, assemblies, services, and interfaces
- A developer's guide that walks through the necessary steps a developer must walk through to complete a software application utilizing the WPS and WESB technologies.
- An interchange file that developers can utilize to model from for future applications using WPS and WESB technologies.
- Mentoring key HCO employees
- Knowledge transfer
- Weekly status reports

## Project Milestones and Schedule

- The assignment is expected to begin July 1, 2011
- The final project plan and scope documents are due one week after contract execution
- The example of architectural patterns and project development is due one month after project execution
- The Developers guide and interchange file are due two months after project execution
- Mentoring of key HCO employees and knowledge transfer will occur throughout the life of the contract.

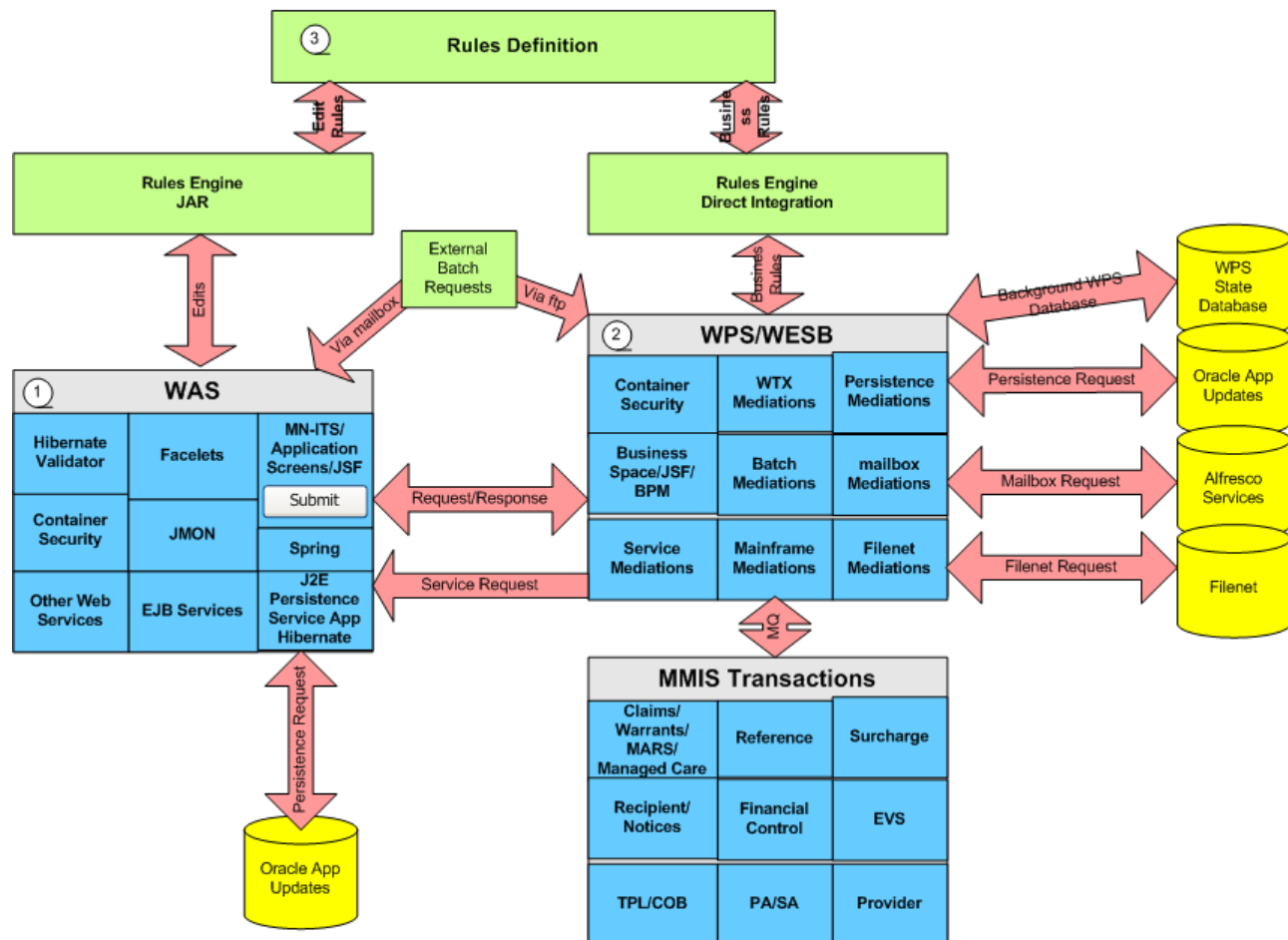
## Project Environment (State Resources)

- The selected vendor will report to Scott Peterson, Technology manager for HCO, which organizationally falls within the Health Care Administration.
- The vendor will work side by side with HCO architects and key developers
- The vendor will also work with other HCO staff and with the DHS enterprise architect.
- It is expected that the selected vendor will work onsite at DHS Central Office locations for most work. DHS will provide appropriate work space.

## Technical Environment and Architecture

The diagram below depicts the application architecture currently in place. The Deliverables above must build toward this architecture.

**HCO Application Architecture**



## Agency Project Requirements

The deliverables must take into account the following:

- The 5010 Phase II project must provide DHS the ability to implement across all providers
- The MREP project must provide online access for all SNFs and access to the database for state staff
- The MnChoices project must provide online access for all counties, tribes, and health plans to use the tool, as well as to state staff for monitoring and reporting.
- The MNCAA project must provide online access for all community application agents, as well as to state staff for determining payment, monitoring, and reporting.
- All tools must be ADA and HIPAA compliant and meet state law, using DHS compliance tools.
- The web tools must be in conformance with DHS web standards
- The selected vendor will be expected to use DHS standard application development tools and processes.
- The vendor will be expected to use standard project management methodologies and techniques to complete the work.
- The vendor will be required to sign a confidentiality agreement in which they agree to protect data according to state and federal mandates.

## Responsibilities Expected of the Selected Vendor

- The selected vendor will be expected to manage the accepted project plan in accordance with DHS Application Standards and Best Practices. Changes to the agreed upon project plan must be approved by the DHS project manager.
- Changes to vendor staff must be approved by the DHS project manager.
- The selected vendor must conduct knowledge transfer throughout the course of the engagement, in such a way that the state can successfully architect subsequent applications.
- The selected vendor will meet weekly with the DHS project manager or their designee to report on accomplishments from the previous week, preview the coming week's work, and discuss issues and strategies to address those issues.

## Required Skills (These are to be scored as pass/fail requirements)

The required minimum qualifications are listed below. Required qualifications will initially be evaluated on a pass/fail basis

- Minimum five years experience in WebSphere Process Server
- Minimum five years experience in Business Process management
- Minimum five years experience in detailed design of WebSphere Process Server applications
- Minimum five years experience in architecting WebSphere Process Server applications

## Desired Skills

- Experience working within human services
- Experience working within health care
- Experience working within state of county government
- IBM Certified Integration Developer—WebSphere Enterprise Service Bus (preferably V7)
- IBM Certified Business Process Analyst—WebSphere Business Modeler Advanced Edition V7.0
- IBM Certified SOA Solution Designer
- IBM Certified Application Developer—WebSphere Transformation Extender V8.2

## Process Schedule

- |                                              |                            |
|----------------------------------------------|----------------------------|
| • Deadline for Questions                     | 06/10/2011, 4:00 p.m., CDT |
| • Posted Response to Questions               | 06/14/2011                 |
| • Proposals due                              | 06/21/2011, 2:30 p.m. CDT  |
| • Anticipated proposal evaluation begins     | 06/21/2011                 |
| • Anticipated proposal evaluation & decision | 06/28/2011                 |

## Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 06/10/2011, 4:00 p.m. CDT:

Name: Joel Hooker

Department: Minnesota Department of Human Services, Health Care Operations Division

Telephone Number: 651-431-3230

Email Address: joel.w.hooker@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by 06/14/2011 ([http://www.oet.state.mn.us/mastercontract/statements/mcp902ts\\_active.html](http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html)).

## SOW Evaluation Process

All responses received by the due date and time will be evaluated according to the evaluation process below. Detailed information on the content, format and submittal requirements is provided in the next section of this SOW, Response Requirements.

Step 1. Pass/Fail on Response Requirements

Step 2. Initial Pass/Fail evaluation of Required Skills. If DHS determines, at its sole discretion, that the Vendor fails to meet one or more of these requirements (or if the Vendor has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

Step 3. Evaluation of responses that pass Steps 1 and 2, based on the following criteria

- Describe categories and scoring methodology/criteria
  - Staff qualifications (50%)
  - Three References (5%)
  - Work Plan (5%)
  - Cost (30%)
  - Liability (10%)

## Response Requirements

The items below must be completely satisfied in the submission in order for the Response to be considered. At any time during the evaluation phases, the State may, at the State's discretion, contact a Vendor to provide further or missing information or clarification of their Response. However, there is no guarantee that the State will look for information or clarification outside of the submitted written Response. Therefore, it is important that the Vendor ensure that their Response is complete and that all requirements have been completely met in order to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information. Vendor must have been previously qualified for the qualified resource type.

- Introduction identifying responder and responder's representative during the procurement process
- Conflict of interest statement as it relates to this project (see General Requirements section below)
- Project work plan: proposed work plan, with enough information to be used as a schedule and managing tool. Include the following:
  - a) Executive Summary: This should describe the vendor's understanding of the services requested in this SOW and any problems anticipated in accomplishing the work.
  - b) High-level work plan: This should explain how the Vendor will approach this work and describe the major activities, milestones, and deliverables required. Vendor should describe staffing and other resources, both state and vendor, required. Effort estimates should provide adequate detail for justification. Work plan should include timeline with target dates for project milestones/deliverables. Vendor should include information on how knowledge transfer to state employees will occur.
- Staff qualifications. The response must specifically indicate how the Vendor's proposed staff meet or exceed all the required qualifications and any of the desired qualifications. The following must be included:
  - 1) Qualification summary information that will allow DHS to easily determine to what extent staff meet or exceed required and desired qualifications. Below is the suggested format for this information:

Required/Desired Qualification	Staff—name & role on project ((e.g.	Years of Experience	Projects worked on that demonstrate these
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	Architect)		qualifications (at least some description, not just a list)

- 2) Include resume for each staff member, in addition to the above information. Resume must support qualification summary information.
- Cost: detailed cost proposal, including the following:
    - Total project cost
    - Cost per deliverable, which should correspond with deliverables identified in work plan
    - Hourly rate and total estimated hours for each staff member you intend to assign to the project. Hourly rates cannot exceed the hourly rates identified in your 902TS master contract for these SOW service categories. Please note that when verifying eligible service categories and hourly rates, HCO uses the information on the Office of Enterprise Technology (OET) Website. It is the Vendor's responsibility to verify that the website information matches their current records and inform OET of any discrepancies. Please note that OET currently has two active master contract programs. This SOW is only for vendors participating in the 902TS program.
  - References: Provide three client references for similar work
  - Required forms to be returned or additional provisions that must be included in proposal
    - a) Affirmative Action Certificate of Compliance (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
    - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
    - c) Certification Regarding Lobbying  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
    - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form  
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

## Proposal Submission Instructions

- Response Information:
  - a) To whom to address the response: Greg Anderson
  - b) Where to respond (e.g. mailing or email address) [Joel.W.Hooker@state.mn.us](mailto:Joel.W.Hooker@state.mn.us)
  - c) How to label the response: Attention: Process Server Selection Committee)
- How to submit (e.g. registered mail, in person, email, etc.) Please submit via e-mail
- Number of copies: One
- Key dates:
  - a) Response due date: 06/21/2011, 2:30 p.m. CDT
  - b) Expiration date for the vendor's price/terms guarantee 180 days
  - c) Vendors must submit candidate resumes directly to Joel Hooker by 2:30 p.m. CDT on or before 06/21/2011, 2:30 p.m. CDT. This must be done via an attachment to e-mail.

## Constraints or rules on respondents

- DHS personnel other than the designated contacts indicated are NOT authorized to discuss this SOW with vendors, before the proposal submission deadline and during the evaluation prior to the award, unless approved in advance by the designated contact.
- Contact regarding this SOW with any personnel other than the designated contact could result in disqualification.
- The designated contact will only provide information that clarifies this SOW, and the projected date for the award announcement.

## General Requirements

### Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate

or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

## **Liability**

Contractor must select from the following list of Indemnity/Liability provisions. Responses to this Statement of Work must clearly identify the version the contractor selects. Responses to this Statement of Work are being assessed based on a 100-point scale with this section accounting for a possible 10 points. The amount of points or percentage of points to be received for each of the options is listed below. Contractor may elect to agree to more than one of the options, specifying cost differentials for the varying levels of liability coverage. In that event, the State will make a determination as to which option would present the best value to the State.

### **OPTION 1: (10 points)**

#### **Indemnification**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

### **OPTION 2: (5 points)**

#### **Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

## **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

## **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of

relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **IT Accessibility Standards**

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

[http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

### **Nonvisual Access Standards**

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.



Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

#### Information Privacy and Security

Vendor must agree to the following information privacy and security language for this SOW:

#### Information Privacy and Security.

Vendor must agree to the following information privacy and security language for this Statement of Work:

For purposes of executing its responsibilities and to the extent set forth in this work order, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

**Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this work order, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

#### **Duties Relating to Protection of Information.**

(a) Duty to ensure proper handling of information. CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.

(b) Minimum necessary access to information. CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

(c) Information Requests. Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

#### **Contractor's Use of Information.** CONTRACTOR shall:

(a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.

(b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.

(c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to,

improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

(e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

**State's Duties.** STATE shall:

(a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.

(c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.

(d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

**Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.** Upon completion, expiration, or termination of this Agreement,

CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

**Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

**Additional Business Associate Duties.** To the extent CONTRACTOR handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a "Business Associate" of STATE, as that term is defined in HIPAA, CONTRACTOR shall also:

(a) Make available protected health information in accordance with 45 CFR §164.524.

(b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.

(c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.

(d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.

(e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

### **Criminal Background Check Required**

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH

background check”) performed by the contractor within the last 12 months for each of contractor’s employee’s working in State’s Central Office. “CCH background check” is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety’s Bureau of Criminal Apprehension.

or

2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor’s employee’s working in State’s Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety’s Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.